| • • | DOC # 0210514 08/27/2007 01:00 PM Official Record Recording requested By CONTEX ENERGY CO Eureka County - NV Mike Rebaleati - Recorder |
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| APN# | Fee: \$53.00 RPTT: Book- 0462 Page- 0212 |
| Recording Requested by: | 0210514 |
| NameCentex Energy Co | |
| Address 621 17th St., Suite 1020 | |
| City/State/Zip Denver, CO 80293 | |
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| FILED FOR 3337240 AT THE FUNCTION ON THE STREET OF CONFERNMENT 2007 MAY -1 PM 12:03 MARIE MARIE AT 4 UES 118-131 WHITE FUNCTION TY RECORDER |
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| WHITE PINE COUNTY RECORDER'S OFFICE |
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| Parcol No.: *Sale Date (m/d/y): W FRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE. Meridian Mount Diablo State Nevada County Eurcka & Sec. 1, Lots 1-4, S2N2, S2 Sec. 2, Lots 1-4, S2N2, S2 Sec. 11,12, all | 1, 10 / 2002 |
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| Moridian Mount Diablo _{State} Nevada _{County} Eurcka & Sec. 1, Lots 1-4, S2N2, S2 Sec. 2, Lots 1-4, S2N2, S2 Sec. 11,12, all | White Pine |
| Sec. 1, Lots 1-4, S2N2, S2 Sec. 2, Lots 1-4, S2N2, S2 Sec. 1, 12, all | while Pine |
| Sec. 2, Lots 1-4, S2N2, S2 Sec. 11,12, all | N |
| Sec. 11,12, all | |
| | N |
| Sec. 5, Lots 1,2, SZNE, NVV, SZ | |
| | $\sim \sim$ |
| Sec. 6,7,8, all | × × |
| Sec. 25,26,35,36 all | \sim |
| Sec. 29, all | \sim / |
| Sec. 30, Lots 1-4, E2W2, E2 | \sim |
| Sec. 31, Lots 1-7, E2NW, NE4SW, N2SE, NE, | |
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| sec. 07, all (Pro Dia 163); | • |
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| sec. 30, lots 1-4, E2, E2W2; | icase <u>9808.14</u> |
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Use or remoty dureo(; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas leases (of which up to 200,000 acres may be in oil and gas leases (of acres in nor under the State in which the lands covered by this offer are leases in cach leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

requirements for an recent of an ensure containings as required by sec. 17(g) of the Animeta Leasing Act, and () otherwise to invision of sec. 41 of the Act. (b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment of separate lease that may include any land described in this offer one bearing at the time this offer weighted by minimum of the constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment of separate lease that may include any land described in this lotter cannot be which were existent of the time this offer weighted by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, which ever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1091 makes it a crime for any person knowingly and withfully to make to any Department or agency of the United States any false, fletting, or frunchient statements or representations as to any matter within its invicibility.

| or representations as to any matter within | Hs jurisdiction. , | 1 | |
|--|--------------------|----|---|
| Duly executed this day of | JUNE | 20 | 1. Jacohan |
| | | | (Signature of Lessee or Attorney-in-fact) |

LEASE TERMS

Sec. 1. Rentals-Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00;

(b) Competitive lease, \$1.50; for the first 5 years; thereafter \$2.00;

(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalities shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lesses.

Sec. 2. Royalties-Royalties shall be paid an proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 121/2%;

(b) Competitive lease, 12%%;

(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the mosth following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not leas than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Foderal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. (701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rale, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds--A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall enerrise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, kess of, or waste of leaned resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these lessed lesses hall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection-Lessee shall file with proper office of lessor, not later han 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may preactible, lessee shall furnish detailed statements showing annuants and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably jost. Lessee may be required to provide plats and accentance diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation on well surveys and tests, and a record of submiface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the lessed premises and all wells, improvements, surveys, or investigations and all bookr, accounts, maps, and records relative to operations, surveys, or investigations on or in the lessed lands, Lessee shall maintain copies of all contracts, sales agreements, that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552). Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures doemed necessary by lessor to accomplish the intern of this section. To the extent consistent with lease rights granked, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of eastments or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lease shall contact leasor to be apprised of procedures to be followed and anodifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies in determine the extent of impacts to other resources. Lessoe may be required to complete missoe inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangerid species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessoe shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, leasor reserves the right to deny approval of such operations.

Sec. 8. Batraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property-Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall; pay when due all taxes legally assessed and leviced under laws of the State or the United States; accord all employees complete freedum of purchase; pay all wages at least twice each month in lawful money of the United States; muintain a safe working environment in accordance with standard industry practices; and take measures inccessary to protect the health and safety of the public.

Lesson reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lesses operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lesses shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations, and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—At required by regulations, leases shall file with lessor any assignment or other transfer of an interest in this lease. Leases may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lease and surety to pay all accrued rentals and royaties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to leaser. lesses shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lease fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, the lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default cocurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-insterest-Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall issue to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

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BOOKATA PAGE 121

| | United States Department of the Interio | or Ref |
|--|---|--------------------|
| MARCH 3, 1969 | BUREAU OF LAND MANAGEMENT Nevada State Office P.O. Box 12000 (1340 Financial Blvd.) Reno, Nevada 89520-0006 http://www.nv.blm.gov | TAKE PRIDE* |
| | | In Reply Refer To: |
| | JUL 0 2 2004 | N-78705 |
| | | 3111 (NV923d) |
| Certified Mail Return Receipt I 7003050000012 | | |
| Frontier Explora c/o The Corpora 6100 Neil Road Reno, NV 8951 | ation Trust Company of Nevada : Oil and Gas I, Suite 500 : 11 : | |
| | OFFER/LEASE CORRECTION | |

The acres and rental fee reflected in item 2 of oil and gas lease offer N-78705, filed in this office on June 17, 2004, contains an error. A lease was subsequently issued effective July 1, 2004, with the correct acres and rental fee listed in item 3 of the oil and gas lease. The acres are hereby corrected to 9808.14 and the rental fee is corrected to \$14,713.50

This decision is hereby made a part of the oil and gas lease N-78705. All other terms and conditions of the lease remain the same.

A refund in the amount of \$1.50 has been authorized and should reach you within 30 days.

Questions may be directed to Chris Pulliam at (775) 861-6506.

Ward Mortal

David Morlan Acting Supervisor Branch of Minerals Adjudication

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Endangered Species Act Section 7 Consultation Stipulation

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 et seq., including completion of any required procedure for conference or consultation.

| | Description of Lands |
|--|----------------------|
| PARCEL NV-02-09-0086 Thru PARCEL NV-02-09-0089 | ALL LANDS |
| PARCEL NV-02-09-0093 | ALL LANDS |
| PARCEL NV-02-09-0122 Thru PARCEL NV-02-09-0125 | ALL LANDS |
| PARCEL NV-02-09-0127 | ALL LANDS |
| PARCEL NV-02-09-0128 | ALL LANDS |
| PARCEL NV-02-09-0129 | ALL LANDS |
| PARCEL NV-02-09-0131 | ALL LANDS |
| PARCEL NV-02-09-0132 | ALL LANDS |
| PARCEL NV-02-09-0137 Thru PARCEL NV-02-09-0148 | ALL LANDS |
| PARCEL NV-02-09-0153 | ALL LANDS |
| PARCEL NV-02-09-0155 | ALL LANDS |
| PARCEL NV-02-09-0156 | ALL LANDS . |
| PARCEL NV-02-09-0163 | ALL LANDS |
| PARCEL NV-02-09-0164 | ALL LANDS |
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NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201(a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

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SAGE GROUSE SPECIAL STIPULATION

The following described lands have been identified as critical habitat for mating, nesting, and brood-rearing of sage grouse. Therefore, prior to entry onto the lands, the lessee (operator) will discuss the proposed activities with the appropriate Bureau of Land Management authorized officer who may require additional measures for the protection of sage grouse. Such measures will include at a minimum:

a. No surface occupancy on the actual strutting grounds for the period of February 1 - May 15.

b. No surface occupancy around sage grouse leks for the period of March 15 - May 1.

Description of Lands

PARCEL NV-02-09-0004

T. 21 N., R. 52 E., MDM, Nevada (Pro Dia 166) sec. 01, all; sec. 02, all; sec. 03, E2E2.
T. 21 N., R. 52 E., MDM, Nevada (Pro Dia 166)

sec. 10, N2NE, SENE, E2SE;

PARCEL NV-02-09-0008

PARCEL NV-02-09-0009

PARCEL NV-02-09-0012

PARCEL NV-02-09-0013 PARCEL NV-02-09-0015

PARCEL NV-02-09-0016

ALL LANDS

sec. 11, all; sec. 14, all; sec. 15, E2E2.

T. 21 N., R. 52 E., MDM, Nevada (Pro Dia 166) sec. 22, NENE; sec. 23, N2, E2SW, SE; sec. 26, E2, E2NW.

ALL LANDS

T. 21 N., R. 52 E., MDM, Nevada (Pro Dia 166) sec. 35, E2NE; sec. 36, N2, NESW, N2SE.

T. 21¹/₂ N., R. 52 E., MDM, Nevada sec. 01, lots 1-12, N2;
sec. 02, lots 1-12, NE, E2NW, SENW;
sec. 03, lots 1,2,7-10.

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PARCEL NV-02-09-0018

PARCEL NV-02-09-0019

PARCEL NV-02-09-0020

PARCEL NV-02-09-0021

PARCEL NV-02-09-0022

PARCEL NV-02-09-0024

PARCEL NV-02-09-0035

PARCEL NV-02-09-0037

PARCEL NV-02-09-0038

PARCEL NV-02-09-0039

T. 22 N., R. 52 E., MDM, Nevada sec. 01, lots 5-8, S2N2, S2; sec. 02, lots 1-4, S2N2, S2; sec. 11, all; sec. 12, N2, SW, N2SE, SWSE.

ALL LANDS

T. 22 N., R. 52 E., MDM, Nevada sec. 05, lot 1, SENE, E2SE; sec. 08, E2NE.

T. 22 N., R 52 E., MDM, Nevada sec. 13, NW; sec. 14, N2, SW, N2SE, SWSE.

T. 22 N., R. 52 E., MDM, Nevada sec. 15, all, sec. 16, NE, E2NW.

T. 22 N., R. 52 E., MDM, Nevada sec. 35, S2SE, sec. 36, S2S2.

T. 23 N., R. 52 E., MDM, Nevada sec. 26, S2SE; sec. 26, S2SW (Pro Dia 165), sec. 27, S2S2 (Pro Dia 165).

T. 23 N., R. 52 E., MDM, Nevada (Pro Dia 165) sec. 33, E2, SENW, SW.

T. 23 N., R. 52 E., MDM, Nevada sec. 34, all (Pro Dia 165); sec. 35, W2 (Pro Dia 165); sec. 35, E2; sec. 36, SW, SWSE.

T. 24 N., R. 52 E., MDM, Nevada
sec. 01, lots 1-4, SWNE, S2NW, SW, W2SE, SESE;
sec. 02, all (Pro Dia 164);
sec. 11, N2, NESW (Pro Dia 164);
sec. 11, SE;
sec. 12, W2NE, W2, SE.

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PARCEL NV-02-09-0040

PARCEL NV-02-09-0041

PARCEL NV-02-09-0042

PARCEL NV-02-09-0043

PARCEL NV-02-09-0044

PARCEL NV-02-09-0047

PARCEL NV-02-09-0055

PARCEL NV-02-09-0089

PARCEL NV-02-09-0093

T. 24 N., R. 52 E., MDM, Nevada (Pro Dia 164) sec. 03, E2E2, W2; sec. 04, all; sec. 09, all; sec. 10, NENE, NW, W2SW.

ALL LANDS

T. 24 N., R. 52 E., MDM, Nevada sec. 13, N2NW; sec. 14, NENE.

T. 24 N., R. 52 E., MDM, Nevada (Pro Dia 164) sec. 16, NWNE, NW.

T. 24 N, R. 52 E., MDM, Nevada (Pro Dia 164) sec. 17, N2, SW, SWSE, sec. 18, all; sec. 19, all; sec. 20, W2E2, W2.

T. 24 N., R. 52 E., MDM, Nevada sec. 29, NW, N2SW, SWSW (Pro Dia 164); see. 30, all (Pro Dia 164); sec. 31, N2NE, SWNE, NW (Pro Dia 164); sec. 32, NWNW (Pro Dia 164).

T. 25 N., R. 53 E., MDM, Nevada sec. 29, SWSW; sec. 30, lots 2-4, SWNE, SE, SENW, E2SW; sec. 31, lots 1-4, E2, E2W2; sec. 32, SWNE, W2, W2SE.

T. 25 N., R. 54 E., MDM, Nevada sec. 01, lot 1, SENE, E2SE.

T. 25 N., R. 54 E., MDM, Nevada sec. 12, E2NE.

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BOOK414 PAGE 121

TIMING LIMITATION STIPULATION

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

Sage Grouse Winter Habitat

Sage grouse winter habitat from November 1 to March 31. All valleys throughout the BLM Ely District Egan Resource Area.

Description of Lands

PARCEL NV-02-09-0123

T. 25 N., R. 55 E., MDM, Nevada sec 03, lots 3,4, S2NW, SW; sec. 10, all.

T. 25 N., R. 55 E., MDM, Nevada

PARCEL NV-02-09-0124

PARCEL NV-02-09-0125

PARCEL NV-02-09-0127

PARCEL NV-02-09-0128

PARCEL NV-02-09-0129

PARCEL NV-02-09-0131

PARCEL NV-02-09-0132

PARCEL NV-02-09-0137

PARCEL NV-02-09-0163

sec. 05, SE (Pro Dia 163); sec. 08, E2 (Pro Dia 163).

sec. 05, lots 1,2, S2NE;

ALL LANDS

ALL LANDS

T. 25 N., R. 55 E., MDM, Nevada (Pro Dia 163) sec. 17, E2; sec. 20, E2.

ALL LANDS

T. 25 N., R. 55 E., MDM, Nevada sec. 27, lots 1-4, NW; sec. 28, lots 1,2, W2NE, NW.

T. 25 N., R. 55 E., MDM, Nevada (Pro Dia 163) sec. 29, NE.

T. 26 N., R. 55 E., MDM, Nevada sec. 33, lots 1-7, W2NE, NW, N2SW, NWSE.

ALL LANDS

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PARCEL NV-02-09-0164

T. 12 N., R. 62 E., MDM, Nevada sec. 13, NWNW, W2SWNW;
sec. 14, N2;
sec. 15, N2, SW, W2SE, W2NESE

For the purpose of:

a. Protection of sage grouse winter habitat and during periods of stress for the birds, Egan ROD, pg. 31-32.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3103

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BOOK 114 PAGE 129

TIMING LIMITATION STIPULATION

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

Sage Grouse Lek(s)

A 2 mile radius around a sage grouse lek(s) from March 15 to May 1. All valleys throughout the BLM Ely District Egan Resource Area.

Description of Lands

PARCEL NV-02-09-0122

PARCEL NV-02-09-0123

PARCEL NV-02-09-0124

PARCEL NV-02-09-0125

PARCEL NV-02-09-0127

PARCEL NV-02-09-0128

PARCEL NV-02-09-0137

PARCEL NV-02-09-0138

PARCEL NV-02-09-0139

T. 25 N., R. 55 E., MDM, Nevada sec. 02, lot 4, SENW, NESW.

T. 25 N., R. 55 E., MDM, Nevada sec 03, lots 3.4, SWNE, S2NW, SW, W2SE, SESE; sec. 10, N2, SW, N2SE, SWSE; sec. 11, W2NW.

ALL LANDS

T. 25 N., R. 55 E., MDM, Nevada sec. 05, lots 1,2, S2NE; sec. 05, W2, SE (Pro Dia 163); sec. 06, all (Pro Dia 163); sec. 07, N2, NESW, SE (Pro Dia 163); sec. 08, all (Pro Dia 163).

T. 25 N., R. 55 E., MDM, Nevada sec. 15, N2NW, SWNW; sec. 16, lot 1, W2NE, SENE, NW.

T. 25 N., R. 55 E., MDM, Nevada (Pro Dia 163) sec. 17, NE, N2NW, SENW.

T. 26 N., R. 55 E., MDM, Nevada sec. 28, lots 3,4, SW, W2SE; sec. 33, lots 1-7, W2NE, NW, N2SW, NWSE; sec. 34, W2.

T. 26 N., R. 55 E., MDM, Nevada sec. 29, NESW, S2SW, SE; sec. 30, SESE.

T. 26 N., R. 55 E., MDM, Nevada sec. 31, lots 5-7, NE, NESW, N2SE, sec. 32, lots 1-4, N2, N2S2.

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PARCEL NV-02-09-0155

PARCEL NV-02-09-0156

PARCEL NV-02-09-0163

ALL LANDS

ALL LANDS

T. 12 N., R. 62 E., MDM, Nevada sec. 10, NWNE, N2NW.

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United States Department of the Interior

BUREAU OF LAND MANAGEMENT Nevada State Office P.O. Box 12000 (1340 Financial Blvd) Reno, Nevada 89520-0006 http://www.nv.blm.gov



In Repty Refer To 3100 (NV-923)

<u>NOTICE</u>

Attached is your approved oil and gas lease. The first year rental that was submitted with your offer has been sent to Minerals Management Service. Starting with the second lease year, you are responsible for the annual lease rental payment which is due on or before the anniversary date each year, whether or not you receive a Notice of Rental Due.

All rental payments must be mailed directly to the Minerals Management Service (MMS) at the following address:

Minerals Management Service (MMS) Data Management Division, M.S. 3113 Box 5640 Denver, CO 80217

To ensure that MMS properly credits your rental payment to the appropriate lease, please identify the <u>entire</u> lease serial number on the face of your remittance.

Except for lease rental payments that must be provided to MMS at the above specified address, all other lease matters including address changes, and lease relinquishments, must be directed to the proper BLM office at the address given in the letterhead of this notice.

The MMS normally issues courtesy notices 75 days prior to the lease anniversary date in which the annual rental is due. To expedite processing by the MMS, the party receiving the courtesy notice should ensure it is returned with the rental payment. If a courtesy notice is not received, reference to the lease serial number should be made on the remittance. For leases where there are multiple lessees, the courtesy notice is generally mailed to the lessee holding the majority of lease interest. You should notify the MMS, in writing, at the above address if you wish to request a change. Do not rely on receipt of a courtesy notice as a reminder to pay the rental. Failure to receive a courtesy notice will not prevent the lease from terminating if you do not pay the rental, nor is it considered a justifiable reason for not paying the rental on time.

For additional information and assistance regarding rental payments, please call the toll free number at MMS: 1-800-525-9167.

